B 210A (Form 210A) (12/09)

### UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc., et al., Debtors,

Case No. <u>08-13555 (JMP)</u> (Jointly Administered)

#### TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Monarch Master Funding Ltd	Barclays Bank PLC
Name of Transferee	Name of Transferor
Name and Address where notices to transferee	Court Claim # (if known): 15173
should be sent:	Total Amount of Claim as Filed: \$7,662,696,53
	Total Allowed Amount of Claim: \$7,485,000.00
Monarch Master Funding Ltd	Allowed Amount of Claim to be Transferred:
c/o Monarch Alternative Capital LP	\$7,485,000.00
535 Madison Avenue, Floor 26	
New York, NY 10022	Date Claim Filed: 9/17/2009
Attn: Michael Gillin	Debtor: Lehman Brothers Holdings Inc.
Phone: (212) 554-1743	
Fax: 1-(866)-741-3564	Name and Address of Transferor:
Email: michael.gillin@monarchlp.com;	
fundops@monarchlp.com	Barclays Bank PLC
	c/o Barclays Capital
	745 Seventh Avenue
Name and Address where transferee payments	New York, New York 10019
should be sent (if different from above): N/A	Attn: Timothy Bass, Dan Miranda and Paul
	Zedlovich
	**DI EACE CEE ATTACHED DOCUMENTS

\*\*PLEASE SEE ATTACHED DOCUMENTS\*\*

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

MONARCH MASTER FUNDING LTD

By: Monarch Alternative Capital LP

Its: Advisor

By:

Date: December 28, 2013

Name of Pransferee's Agent
Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571,

Andrew J. Herenstein Managing Principal

#### Exhibit A

Evidence of Transfer from Transferor to Transferee

#### Evidence of Transfer of LBHI Claim

#### UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc., Case No. 08-13555

#### **EVIDENCE OF TRANSFER OF CLAIM**

Barclays Bank acknow edge that Seller has unconditionally and irrevocably sold, transferred and assigned to Buyer an undivided interest (the "Monarch Interest") equal to \$7,485,000.00 in allowed amount (the "Monarch Claim A nount") of all of Seller's rights, title and interest in and to Seller's claim (which was assigned proof of claim number 15173 on September 17, 2009) (the "Claim") against Lehman Brothers Holdings Inc. (the "De btor") whose Chapter 11 bankruptcy case is pending in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Gourt") (or any other court with jurisdiction over the bankruptcy proceedings) as in re Lehman Brothers Holdings Inc., Chapter 11 Case No. 08-13555 (Jointly Administered).

Seller hereby waives any objection to the transfer of the Monarch Interest (the "Transferred Claim") to Buyer on the books and records of the Debtor and the Bankruptcy Court, and hereby waives to the fulle st extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicate le law. Seller acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to Seller transferring to Buyer the Transferred Claim and recognizing the Buyer as the sole owner and holder of the Transferred Claim. Seller further directs he Debtor, the Bankruptcy Court and all other interested parties that all further notices relating to the Transferred Claim, shall be delivered or made to the Buyer.

IN WITNESS WHEREOF, the undersigned has duly executed this Evidence of Transfer of Claim by its doly authorized representative dated the & day of December, 2012.

BARCLAYS BANK PLC	MONARCH MASTER FUNDING LTD  By: Monarch Alternative Capital LP  Its: Advisor
	Ho: Advisor
Name: Authorized Signatory Tina Wong	Name: Andrew J. Herenstein Managing Principal
Title: Vice President	Title:

Exhibit B

Proof of Claim

ORIGINAL

Lehman Brothers			Filed: (	OF OF CLAIM
In Re:	Holdings Inc., et al.	Chapter 11 Case No. 08-13555 (JMP)	Leh	USBC - Southern District of New York man Brothers Holdings Inc., Et Al. 08-1355 (May 1997)
	Debtors.	(Jointly Administered)	11/1/11	08-13555 (JMP) 0000015173
International Control of the Control	ers Holdings Inc.	08-13555 (JMP)		######################################
100000	and the second s	Indien de i'm netidave experix ar ite e e i ne a farad i mient ve espe a ville fora e and a i te e e tit. Baks	THIS SPACE	IS FOR COURT USE ONLY
	of Creditor: (and name and	address where notices should be sent if		I STONESON COESTIE
different from Cri			Check this box to indicate that this claim amends a previously filed claim.	
	Avenue 06830		Court Claim Number: (If known) Filed on:	
The state of the s		mail Address: karin.brodbeck@us.nestle.com		
Name and address	s where payment should be se	nt (it different from above)	Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Telephone numbe	r: Ei	nail Address:	Check this box if you are the debtor or trustee in this case.	
If all or part of yo item 4. If all or part of yo item 4. If all or part of yo If all or part of your Check this be itemized statement http://www.lehmat.  2. Basis for Check this be itemized statement http://www.lehmat.  3. Last four dig 3a. Debtor in (See instruct)  4. Secured Cla Check the ap information. Nature of product of product of an annual of all secured Cla Check the ap information.  Amount of Secured Cla Check the ap information of an annual of Secured Cla Check the ap information.  Amount of Secured Cla Check the ap information of an annual of Secured Cla Check the ap information.  Amount of Secured Cla Check the ap information of Secured Cla Check the ap information.	ur claim is entitled to priority ur claim qualifies as an Admi ex if all or part of your claim M IS BASED ON AMOUN FEE OF A DEBTOR, YOU DIRECTIONS TO COMPL OCUMENTATION OR Y' ex if claim includes interest or ex if claim includes interest or ex if claim includes interest or ext of interest or additional char en-claims.com if claim is a base alm: See attachment. ex in #2 on reverse side.) gits of any number by which may have scheduled accoun struction #3a on reverse side. In (See instruction #4 on rev propriate box if your claim is experty or right of setoff:  Detty: \$  rearage and other charges as  Basis ecured Claim: \$  Laim that qualifies as an Ad ean #6 on reverse side.)	Item 4 below; however, if all of your clair , complete Item 5. nistrative Expense under 11 U.S.C. §503(t) is based on a Derivative Contract.* is based on a Guarantec.* ITS OWED PURSUANT TO EITHER A MUST ALSO LOG ON TO http://www ETE THE APPLICABLE QUESTION OUR CLAIM WILL BE DISALLOWED or other charges in addition to the principal ges. Attach itemized statement of interest ied on a Derivative Contract or Guarantec.  a creditor identifies debtor: t as:  oerse side.) secured by a lien on property or a right of Real Estate	DERIVATIVE CONTRACT  Lehman-claims.com AND  NAIRE AND UPLOAD  Cor charges to this form or on  Setoff and provide the requested  Cher  Cher	5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.  Specify the priority of the claim:  Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).  Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).  Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).  Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).  Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).  Other - Specify applicable paragraph of 11 U.S.C. § 507(a)().  Amount entitled to priority:
B. Documents: A	ttach redacted copies of any	s claim has been credited for the purpose of documents that support the claim, such as	promissory notes nurchase	FOR COURT USE ONLY
orders, invoices, ite Attach redacted cop on reverse side.) If DO NOT SEND O SCANNING. If the documents are	mized statements of running bies of documents providing e the documents are voluminou RIGINAL DOCUMENTS. e not available, please explain	accounts, contracts, judgments, mortgages vidence of perfection of a security interest is, attach a summary.  ATTACHED DOCUMENTS MAY BE	and security agreements.  (See definition of "redacted"  DESTROYED AFTER	FILED / RECEIVED  SEP 1 7 2009
Date: 9/16/09	Signature: The person filing person authorized to file this clu above. Attach copy of power of	this claim must sign it. Sign and print name and aim and state address and telephone number if di attorney, if any.	fferent from the notice address	EPIO BANKRUPTCY SOLUTIONS, LLC
	enalty for presenting fraudu	lent claim: Fine of up to \$500 000 or impr		18 11 S.C. ES 162 and 2671

#### UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:	) Chapter 11
Lehman Brothers Holdings Inc., et al.,	) Case No. 08-13555 (JMP)
Debtors.	) Jointly Administered
98	)

## ATTACHMENT TO PROOF OF CLAIM OF NESTLÉ IN THE USA PENSION TRUST AGAINST LEHMAN BROTHERS HOLDINGS INC.

- 1. Karin Brodbeck, Director of Nestlé Retirement Investments, whose business and mailing address is 777 W. Putnam Avenue, Greenwich, CT 06830, is an authorized signatory of Nestlé in the USA Pension Trust ("Pension Trust").
- 2. On September 15, 2008 (the "Petition Date"), Lehman Brothers Holdings Inc. ("LBHI" or the "Debtor") filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code. On October 3, 2008, Lehman Brothers Special Financing Inc. ("LBSF" or the "Debtor") filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code. The case is jointly administered under the LBHI Chapter 11 proceeding. As more fully described below, as of the Petition Date, LBSF was, and still is, indebted to Pension Trust in the aggregate amount of at least \$7,662,696.53.
- 3. Pension Trust employs various investment advisors to manage its investment accounts, including Pacific Investment Management Company LLC ("PIMCO"), BlackRock Financial Management, Inc. ("Blackrock"), The Clifton Group ("Clifton"), and Western Asset Management Company ("Western"). None of these investment advisors are filing proofs of claim on behalf of Pension Trust.

#### A. PIMCO Transactions

- 4. In connection with its management of Pension Trust accounts, PIMCO entered into certain swap transactions under that certain ISDA Master Agreement with LBSF (including all exhibits, annexes, schedules relating thereto, and as amended from time to time, the "PIMCO ISDA Agreement"), dated as of April 16, 1999. LBHI unconditionally guaranteed to Pension Trust the due and punctual payment of all amounts payable by LBSF in connection with each transaction under the PIMCO ISDA Agreement.
- 5. Pension Trust's claim in connection with its PIMCO-managed account is governed by that certain Stipulation, Agreement and Order Exempting PIMCO from the Obligation to Comply with Certain Requirements of the Bar Date Motion Related to Derivative Contracts so-ordered on July 2, 2009 [Docket No. 4274] (the "Stipulation and Order"). Pursuant to the Stipulation and Order, Pension Trust is not required to complete the Derivative Questionnaire or the Guarantee Questionnaire and is exempt from the requirement to provide information and documentation in accordance with such questionnaires.
- 6. The PIMCO ISDA Agreement that forms the basis of the Pension Trust's claim in connection with its PIMCO-managed accounts is also the subject of a settlement agreement, dated July 24, 2009, among PIMCO, as investment advisor to each PIMCO Client, LBSH, LBHI, as credit support provider, and others.
- 7. For purposes of filing this proof of claim, PIMCO provided to Pension Trust a statement of all of the transactions with LBSF that PIMCO had executed on behalf of Pension Trust for account numbers 1894 and 2940 (the "<u>Transaction Statement</u>"). Pursuant to the Transaction Statement, LBSF owes Pension Trust an aggregate amount of \$395,741.00, consisting of the excess collateral posted by Pension Trust in the amount of (i) \$140,724.00 for account number 1894; and (ii) \$255,017.00 for account number 2940. Attached hereto and

incorporated herein by reference as <u>Exhibit A</u> is a copy of the Transaction Statement for Pension Trust accounts managed by PIMCO.

#### B. BlackRock Transactions

- 8. BlackRock, in its capacity as investment manager and agent for Pension Trust, and LBSF are parties to that certain ISDA Master Agreement (including all exhibits, annexes, schedules relating thereto, and as may be amended from time to time, the "BlackRock ISDA Agreement"), dated as of December 20, 2006. A copy of the BlackRock ISDA Agreement will be provided in connection with the online Derivative Questionnaire. LBHI unconditionally guaranteed to Pension Trust the due and punctual payment of all amounts payable by LBSF in connection with each transaction under the BlackRock ISDA Agreement. A copy of the LBHI guarantee will be provided in connection with the online Derivative and Guarantee Questionnaires.
- 9. By a notice dated September 15, 2008 (the "Termination Notice"), BlackRock, acting for and on behalf of Pension Trust, designated September 15, 2008 as the Early Termination Date in respect of all outstanding transactions under the BlackRock ISDA Agreement. In connection therewith, BlackRock also delivered to LBSF the Payment Notice and Notice of Calculation of Early Termination Payment, setting forth the manner in which the amount due and owing following the termination of the transactions under the BlackRock ISDA Agreement was calculated. Copies of the Termination Notice, Payment Notice and Notice of Calculation of Early Termination Payment will be provided in connection with the online Derivative Questionnaire.
- 10. Accordingly, as of the date hereof, prepetition amounts outstanding and due to Pension Trust on account of the terminated transactions in its BlackRock-managed account total \$229,313.00.

#### C. Clifton Transactions

- LBSF are parties to that certain ISDA Master Agreement (including all exhibits, annexes, schedules relating thereto, and as may be amended from time to time, the "Clifton ISDA Agreement"), dated as of April 25, 2007. A copy of the Clifton ISDA Agreement will be provided in connection with the online Derivative Questionnaire. LBHI unconditionally guaranteed to Pension Trust the due and punctual payment of all amounts payable by LBSF in connection with each transaction under the Clifton ISDA Agreement. A copy of the LBHI guarantee will be provided in connection with the online Derivative and Guarantee Questionnaire.
- 12. By a notice dated September 15, 2008 (the "Termination Notice"), Clifton, acting for and on behalf of Pension Trust, designated September 15, 2008 as the Early Termination Date in respect of all outstanding transactions under the Clifton ISDA Agreement. In connection therewith, Clifton also delivered to LBSF the Termination Amount Calculation Notice and Second Demand for Payment, which set forth the manner in which the amount due and owing following the termination of the transactions under the ISDA Agreement was calculated. Copies of the Termination Notice, Termination Amount Calculation Notice and Second Demand for Payment will be provided in connection with the online Derivative Questionnaire.
- 13. As of the date hereof, prepetition amounts outstanding and due to Pension Trust on account of the terminated transactions total \$7,238,650.00, which amount is net of \$2,975,156.00 of collateral posted by LBSF.

#### D. Western Transactions

14. Western, in its capacity as investment manager and agent for Pension Trust, and LBSF are parties to that certain ISDA Master Agreement (including all exhibits, annexes,

Agreement"), dated as of July 19, 2001. A copy of the Western ISDA Agreement will be provided in connection with the online Derivative Questionnaire. LBHI unconditionally guaranteed to Pension Trust the due and punctual payment of all amounts payable by LBSF in connection with each transaction under the Western ISDA Agreement. A copy of the LBHI guarantee will be provided in connection with the online Derivative and Guarantee Questionnaires.

15. In connection with the termination of certain swap transactions executed by Western on behalf of Pension Trust, Pension Trust owes an amount of \$206,919.81 to LBSF.

#### E. Claim Amount

- 16. Based on the foregoing, as of the Petition Date, LBSF was, and still is, indebted to Pension Trust in the aggregate amount of \$7,863,704.00 consisting of: (i) \$395,741.00 with respect to PIMCO-managed accounts; (ii) \$229,313.00 with respect to BlackRock-managed accounts; and (iii) \$7,238,650.00 with respect to Clifton-managed accounts. With respect to Pension Trust accounts managed by Western, Pension Trust owes LBSF \$206,919.81.
- 17. Pension Trust is entitled to offset the amount of \$206,919.81 that it owes to LBSF through its Western-managed account against the amount of \$7,863,704.00 that LBSF owes to Pension Trust through the accounts managed by PIMCO, BlackRock and Clifton.
- 18. In addition, LBSF, as the defaulting party, became liable to Pension Trust for all reasonable out-of-pocket expenses, including legal fees, incurred by Pension Trust by reason of the enforcement and protection of its rights under the aforementioned ISDA agreements. As a result of the early termination of the transactions, Pension Trust has incurred approximately \$5,912.34 in such fees and expenses, including legal fees.

19. Accordingly, the prepetition amount outstanding and due to Pension Trust on account of the termination of the transactions managed by its investment advisors total \$7,662,696.53.

#### F. Reservation of Rights

- 20. In executing and filing this proof of claim, Pension Trust does not submit itself to the jurisdiction of this Court for any purpose other than with respect to this claim, and does not waive (i) any of its rights and remedies against any other person or entity who may be liable for all or part of the claim set forth herein, whether an affiliate, assignee, guarantor or otherwise, of the Debtor, (ii) any other obligation owed to Pension Trust, (iii) any past, present or future defaults (or events of default) by the Debtor, or (iv) any right to seek to withdraw the reference with respect to the subject matter of this claim or any objection, counterclaim or other proceeding commenced with respect thereto. The filing of this proof of claim is not an election of remedies.
- 21. Pension Trust expressly reserves the right to amend or supplement this proof of claim in any respect at any time, including, without limitation, in respect of additional amounts.

Dated: September 16, 2009

NESTLÉ IN THE USA PENSION TRUST

Karin Brodheck

Director, Nestlé Retirement Investments

Exhibit A

# Lehman Brothers Special Financing, Inc.

PIMCO Account Number:

1894

1 1 1

Account Name: Nestlé in the USA Pension Trust

!

:

Account Base Currency:

dsn

1

1

Count	Counterparty Exposure	100	3														
ISDA Tra	ISDA Transactions (agreement dated April 16, 1999)	April 16, 199	99)														
Туре 1	Transaction Description External [Rec(Pay) Methodology] 2   Identifier 3	External Identifier	Security Identifier	Sec Type 4	Security Description	Trans Code 5		Trade Date   Settle Date   Trans		Maturity Date	Cþn	Quantity	Price	Proceeds in Trans Curr	Rec(Pay) in Rec(Pay) in Rec(Pay) in Trans Curr USD 6 Base Curr	Rec(Pay) in R	Rec(Pay) in Base Curr
QF Q	Original Trade	2892596	SWPC56405	CDSW	SARA LEE BP LSI	В	2/21/2007	2/22/2007	USD	9/20/2011	-0.35	900,000					
Q,	Termination (Broker Quote)	2892596	SWPC56405	CDSW	SARA LEE BP LS!				OSO	9/20/2011	-0.35	900,000	0,76500	6,885	6,885	6,885	6,885
9	Original Trade	3528752	SWPC82385	CDSW	CDSW CDX IG9 10Y BP LSI	8	12/10/2007	12/13/2007	8	12/20/2017	-0.B	500,000			1	7 000	1
9	Termination (Broker Quote)	3528752	SWPC82385	CDSW	CDX IG9 10Y BP LSI				OSO	12/20/2017	8,0	500,000	7,40370	37,019	37,019	37,019	37,019
90	Original Trade	2705738	SWPC85Z48	CDSW	CDSW MORGAN STANLEY BP LSI	8	10/12/2006	10/13/2006	Z.	12/20/2016	-0.34	1,000,000				1	
8	Termination (Broker Quote)	2705738	SWPC85248	CDSW	MORGAN STANLEY BP LSI				OSD	12/20/2016	-0.34	1,000,000	23.53004	235,300	235,300	235,300	235,300
·	Original trade	08132008_6	08132008_62 SWU007994	VARS	VARS CLV8 .21390625 09/17/08 LSI		8/13/2008	8/13/2008	usu	9/17/2008	0.4625	50,000				1	
9	Termination (Broker Quote)	08132008_6	08132008_62 SWU007994	VARS	VARS CLV8 .21390625 09/17/08 LSI				USD	9/17/2008	0,4625	50,000	4.74094	2,370	2,370	2,370	2,370
, l	Original Trade	3910746	SWU086204		COSW COMM SWAP R TBL/DJAIGTRB LSI	B	8/27/2008	8/27/2008	usu	12/29/2008	93,608	1,390,000				1	ĺ
9	Termination (Broker Quote)	3910746	SWU086204	WSG3	COMM SWAP R TBL/DJAIGTRB LSI				USD	12/29/2008	93.608	1,390,000	84.12260	-140,850	-140,850	-140,850	-140,850

			2	Total ISDA Rec(Pay)	7
2,370 -140,850 -14	ķ ķ		teral Rec(Pay)	Total Before Collateral Rec(Pay)	i a
2,370	-140,850	-140,850	84.12260	1,390,000	~
2,370	1			1,390,000	. 1
	2,370	2,370	4,74094	50,000	5
				50,000	0,
2	235,300	235,300	23.53004	1,000,000	
				1,000,000	
37,019 37,019	37,019	37,019	7,40370	500,000	

# Notes:

1 FT - Failed trade scheduled to settle prior to bankruptcy but failed; OP - Open position at bankruptcy; CO - Collareral; UC - Unseized Collateral; SC - Seized Collateral; RC - Repo Collateral; RP - Open repurchase agreement; DD - Overdraft; Al - Accrued interest.

<sup>2</sup> Rec(Pay) methodology refers to one of the following methods used to calculate rec(pay): Broker Quote, Replacement Trade, and Pairoff (characterized as a combination of related buy and sell transactions, unsettled as of the Lehman bankruptcy).

<sup>3</sup> Source data obtained from paper confirms (Lehman Effort ID) and DTCC files (Contra Reference ID).

ABS - Asset Backed Security; BKL - Bank Loan; CAP - Interest Rate Cap; CDSW - Credit Default Swap; CDRP - Corporate Bond; COSW - Commodity Index Swap; CURR - Currency; IRSW - Interest Rate Swap; MPT - Mortgage Pass Through; OPTN - Option; REPO - Repurchase Agreement; RRP - Reverse Repurchase Agreement; SWOP - Swaption; SWTR - Total Return Swap; TSY - Sovereign Bond (Domestic or Foreign); VARS - Variance Swap.

<sup>5</sup> B-Buy; 5 - Sell; BC - Buy currency; SC - Sell currency; 820 - Buy to open; S20 - Sell to open; BCI - Broke collateral in; CCO - Client collateral out; B2C - Buy to close; S2C - Sell to close; SF - Sell forward; IP - Interest payment; IIP - Negative interest payment.

<sup>6</sup> A negative number represents an amount payable to LBSF, while a positive number represents an amount receivable from LBSF.

<sup>7</sup> Pending liquidation of broker security collateral, if applicable.

**Exposure Summary** 

PIMCO Account Number: 2940 Account Name: Nestlé in the USA Pension Trust Account Base Currency: USD	1	P	
Account Name: Nestlé in the USA Pension Trust Account Bass	1 1 1	MCO Account Numb	
Account Name: Nestlé in the USA Pension Trust Account Bass	i i	er: 2940	
Account Name: Nestlé in the USA Pension Trust Account Bass	!	_	1
rust Account Bass		Account Name: Nestlé in the USA Per	
Account Base	Î	nsion Trust	
		77	1

Count	Counterparty Exposure		1														
ISDA Tra	SDA Transactions (agreement dated April 16, 1999)	April 16, 199	9)														
Type 1	Transaction Description [Rec(Pay) Methodology] <sup>2</sup>	External Identifier 3	Security Identifier	Sec Type 4	Security Description	Trans Code s	Trade Date	Settle Date	Trans	Maturity Date	Cþn	Quantity	Price	Proceeds in Trans Curr	Rec(Pay) in F Trans Curr	Rec(Pay) In USD 6	Rec(Pay) in Base Curr
OP	Original Trade	3531006	SWPC36043	CDSW	D.R. HORTON BP LSI	8	12/11/2007	12/12/2007	USD	6/20/2011	-3.95	200,000					
Q ~	Termination (Broker Quote)	9001858	SWPC36043	CDSW	D.R. HORTON BP LSI				OSD	6/20/2011	-3.95	200,000	2.34240	4,685	4,685	4,685	
OP	Original Trade	2838442	SWPC84266	CDSW	CDX IG7 10Y BP LSI	œ Ì	1/18/2007	1/23/2007	DSD	12/20/2016	-0.65	1,500,000	-	1	1		-
QQ 1	Termination (Broker Quote)	2838442	SWPC84266	WSdO	CDX IG7 10Y BP LSI				USD	12/20/2016	-0.65	1,500,000	B.96259	134,439	134,439	134,439	134,439
8	Original Trade	2731,567	SWPC26501	CDSW	CVS CORPORATION NEGB SNR BP (SI	100	10/30/2006	10/31/2006	RS	9/20/2011	-0.21	200,000					
QP 1	Termination (Broker Quote)	2731567	SWPC86501	CDSW	CDSW CVS CORPORATION NEGB SNR BP LSI				usp	9/20/2011	-0.21	200,000	0.76766	1,535	1,535	1,535	
9	Original Trade	2805946	SWPC98290	CDSW	FORD MOTOR CRDT BP LSI	8	12/21/2006	12/22/2006	USU	6/20/2010	.2.31	200,000					į
Q.	Termination (Broker Quote)	2805946	SWPC98290	CDSW	CDSW FORD MOTOR CRDT BP LSI				NS O	6/20/2010	.231	200,000	16.23013	32,460	32,460	32,460	32,460
o !	Original Trade	2835763	SWPC99363	CDSW	PROCTER & GAMBLE SP LSI		1/11/2007	1/12/2007	SS S	9/20/2008	0.07	1,100,000		1	-		j
QP 1	Termination (Broker Quote)	2835763	SWPC99363	CDSW	PROCTER & GAMBLE SP LSI				USD	9/20/2008	0.07	1,100,000	0.01776	195	195	195	
9	Original Trade	2838502	SWPC99819	CDSW	MEXICO SP 01/19/07 LSI	8	1/18/2007	1/19/2007	dSn	1/20/2017	0.67	300,000	-	1			-
QP J	Termination (Broker Quote)	2838502	SWPC99819	CDSW	MEXICO SP 01/19/07 LSI				dsb	1/20/2017	0.67	300,000	-8.06292	-24,189	-24,189	-24,189	-24,189
9	Original Trade	3296651	SWU014084	IRSW	IRS EUR R 6ME/4 0 09/19/07 LSI	ه <u>ا</u>	8/8/2007	8/15/2007	Ž,	9/19/2012	٥	9,700,000			-		- 1
	ion (Br	3296651	SWU014084	IRSW	IRS EUR R 6ME/4.0 09/19/07 LSI		1		EC#	9/19/2012		9,700,000	-2.86337	-277,747	-277,747	-394,109	-394,109
;					The state of the s							Total Before Collateral Rec(Pay	steral Rec(Pa	٧.		-244,983	-244,983
6	CCO - Client Collateral Pledged	1	CCTRIINSS	1	CASH COLLATERAL ISDA ISI USD		1		dSn		3	500,000	100.00000	500,000			
6									usp						500,000	300,000	500,000
	: ! !		Į Į				9					Total Collateral Rec(Pay)	ec(Pay)			500,000	500,000
												Total ISDA Rec(Pay)	₹.			255,017	255,017
													1				1

## Notes:

FT - Failed trade scheduled to settle prior to bankruptcy but failed; OP - Open position at bankruptcy; CO - Collateral; UC - Unseized Collateral; SC - Seized Collateral; RC - Repo Collateral; RP - Open repurchase agreement; OD - Overdraft; AI - Accrued interest.

<sup>2</sup> Rec(Pay) methodology refers to one of the following methods used to calculate recipay): Broker Quote, Replacement Trade, and Pairoff (characterized as a combination of related buy and sell transactions, unsettled as of the Lehman bankruptcy).

<sup>3</sup> Source data obtained from paper confirms (Lehman Effort ID) and DTCC files (Contra Reference ID).

<sup>4</sup> ABS - Asset Backed Security; BKL - Bank Loan; CAP - Interest Rate Cap; CDSW - Credit Default Swap; CORP - Corporate Bond; COSW - Commodity Index Swap; CURR - Currency, IRSW - Interest Rate Swap; MPT - Mortgage Pass Through; OPTN - Option; REPO - Repurchase Agreement; RRP - Reverse Repurchase Agreement; SWOP - Swaption; SWOR - Total Return Swap; TSY - Sowereign Bond (Domestic or Foreign); VARS - Variance Swap.

<sup>5</sup> B-Buy; S-Sell; BC-Buy currency; SC-Sell currency; B2O-Buy to open; S2O-Sell to open; S2O-Sell to open; BCI-Busheralin; CCO-Client collateral out; B2C-Buy to close; S2C-Sell to close; SF-Sell furward; IP-Interest payment; NIP-Negative interest payment.

<sup>6</sup> A negative number represents an amount payable to LBSF, while a positive number represents an amount receivable from LBSF.

08-13555-mg Doc 33458 Filed 12/28/12 Entered 12/28/12 11:05:39 Main Document Pg 16 of 17

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Oksana Lashko Associate 212.309.6129

September 17, 2009

#### VIA MESSENGER/RETURN RECEIPT

Epiq Bankruptcy Solutions, LLC Claims Agent 757 Third Avenue, 3rd Floor New York, NY 10017 Attn: Lehman Brothers Claims Processing

Re:

Lehman Brothers Holdings, Inc., et al., Debtors

Chapter 11, Case No. 08-13555 (JMP)

#### Dear Sir/Madam:

Enclosed please find an original and two copies of a Proof of Claim being filed on behalf of Nestle in the USA Pension Trust in the amount of \$7,662,696.53 with respect to the above noted case.

Please file stamp the copies and return same back to awaiting messenger for return. If you have any questions, please do not hesitate to contact me.

OL/le

Encs.

Oksana Lashko

Sincerely

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RECEIVED BY: